

DEPOSIT AMOUNT \$ \_\_\_\_\_

SEWER PERMIT NO. \_\_\_\_\_

### SANITARY SEWER USER AGREEMENT

This agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between \_\_\_\_\_, (hereinafter "Customer"); and the Jessamine-South Elkhorn Water District, (hereinafter "District").

In consideration of the mutual covenants contained herein and subject to the District's Sanitary Sewer Rates, Rules and Regulations, (hereinafter "Sewer Tariff"), the regulations of the Kentucky Public Service Commission, and the regulations of the entity treating the effluent, as all may be amended from time to time, the District and the Customer agree as follows:

1. The District will provide sanitary sewer collection and treatment service to the Customer's property identified below (hereinafter "Property") and the Customer will be responsible for and pay the rate for such service on a monthly basis as provided in the District's Tariff until a new Sanitary Sewer User Agreement is executed by another party for the Property or the Customer provides notice of disconnection in writing or in person at the business office of the District at least three (3) days prior to the date on which the Customer desires to discontinue service.

2. If the Customer violates the terms of this Agreement and the District expends funds to rectify same, or if a claim is made against or the District is held responsible for damages or injuries to persons or property caused by or resulting from the act or failure to act of the Customer, a member of the Customer's household, if applicable, or Customer's employee or agent in relation to the District's property or facilities, then, and in such events, the Customer shall fully indemnify and hold the District completely harmless from all such loss, cost and expense so incurred, including but not limited to attorney's fees and court costs.

3. The Customer agrees to grant the District, its successors and assigns, a perpetual access easement in, over, under and upon the Property owned by Customer, with the right to erect, construct, install and lay, and thereafter use, inspect, maintain, replace and remove sanitary sewer pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to Customer for the purpose of ingress to and egress from the Property.

4. It is understood and agreed that if service is disconnected by the District due to the Customer's failure to timely pay the District's charges, service will not be reconnected and the deposit will not be refunded so long as the Customer or any member of the Customer's household, if applicable, still occupies the Property and the bill remains unpaid.

5. This Agreement constitutes the entire contract between the parties hereto, superseding and canceling all prior discussions, understandings and agreements, and this Agreement shall not be changed or supplemented unless done in writing and signed by both parties hereto.

\_\_\_\_\_  
CUSTOMER SIGNATURE

\_\_\_\_\_  
DISTRICT SIGNATURE

\_\_\_\_\_  
ADDRESS OF PROPERTY SERVED

\_\_\_\_\_  
CUSTOMER'S BILLING ADDRESS

\_\_\_\_\_  
CUSTOMER'S CELL TELEPHONE

\_\_\_\_\_  
CUSTOMER'S HOME TELEPHONE

\_\_\_\_\_  
CUSTOMER'S WORK TELEPHONE

\_\_\_\_\_  
CUSTOMER'S EMPLOYER

\_\_\_\_\_  
ADULT MEMBERS OF CUSTOMER'S HOME

\_\_\_\_\_  
CUSTOMER'S DRIVE

\_\_\_\_\_  
ADULT MEMBERS' EMPLOYER(S)

\_\_\_\_\_  
CUSTOMER'S Federal ID NO.

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN</b> EXECUTIVE DIRECTOR
TARIFF BRANCH
<i>Brent Kirtley</i>
EFFECTIVE <b>3/2/2012</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)